

1 BILL NO. G-86-03-20

2 GENERAL ORDINANCE NO. G-

3 AN ORDINANCE of the Common Council of
4 the City of Fort Wayne, Indiana, rati-
5 fying the Allen County Animal Control
6 Agreement and the Municipally Funded
7 Low Cost Spay/Neuter Clinic Agreement.

8 WITNESSETH:

9 WHEREAS, the City has negotiated and the Animal Control
10 Commission has approved and accepted the Allen County Animal
11 Control Agreement and the Municipally Funded Low Cost Spay/Neuter
12 Clinic Agreement.

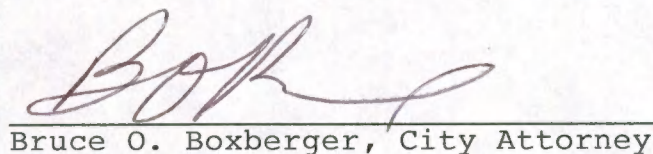
13 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
14 THE CITY OF FORT WAYNE, INDIANA:

15 SECTION 1. The Allen County Animal Control Agreement
16 and the Municipally Funded Low Cost Spay/Neuter Clinic Agreement,
17 as previously negotiated and approved by the City and the Animal
18 Control Commission, are hereby ratified and confirmed in all re-
19 spects. Copies of said Agreements are attached hereto, as a part
20 hereof.

21 SECTION 2. That this Ordinance shall be in full force
22 and effect from and after its passage and any and all necessary
23 approval by the Mayor.

24 
Councilmember

25 APPROVED AS TO FORM
26 AND LEGALITY

27 
28 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Eustach, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Regulations (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.

DATE: 9-25-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Stier, seconded by Eustach, and duly adopted, placed on its passage. PASSED (~~POST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	_____	_____	_____	<u>✓</u>	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 4-8-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ANNEXATION~~) (~~APPROPRIATION~~) (~~GENERAL~~) (~~SPECIAL~~) (~~ZONING MAP~~) ORDINANCE (~~RESOLUTION~~) NO. 9-14-86 on the 8th day of April, 1986.

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL) Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of April, 1986, at the hour of 1:00 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 10th day of April, 1986, at the hour of 10 o'clock A M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

ALLEN COUNTY ANIMAL CONTROL AGREEMENT

This agreement entered into this _____ day of _____, 19____ between the Board of Commissioners of Allen County, Indiana, (hereinafter usually referred to as "Commissioners"), and the City of Fort Wayne, Indiana, (hereinafter usually referred to as "City").

WHEREAS, Commissioners have adopted a dog and cat animal control ordinance, Allen County Code Title 8, for the control of dogs and cats in the County of Allen, exclusive of the City of Fort Wayne, and pursuant to the ordinance, the Sheriff of Allen County shall catch and detain stray dogs and cats in Allen County from time to time and suitable facilities for the storage and/or disposal of said animals are not presently owned or operated by the Commissioners.

WHEREAS, City operates the Fort Wayne Department of Animal Control (hereinafter referred to as "Department"), 2225 Dwenger Avenue, Fort Wayne, Indiana, which is a suitable facility for the storage and/or disposal of said animals and desires to make said facilities available to the Commissioners for a reasonable fee.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The Department shall receive all animals delivered to it by the Sheriff or Allen County Animal Control Officer, except those animals deemed by Shelter management in need of immediate veterinary attention. The Department will provide suitable storage facilities for impoundment of said animals and provide such services as are necessary in accordance with the rules and procedures of the Department. The City shall dispose of said animals at the expiration of three (3) days after delivery and impoundment thereof in accordance with the rules and procedures of the Department and the requirements of State Law.

2. The City shall be solely responsible for notifying any known owner(s) of the whereabouts of all animals delivered to the Department by the Sheriff of Allen County or the Allen County Animal Control Officer. The exception to this procedure would be those animals removed from the owner's property without their knowledge; the Allen County Animal Control Officer shall be responsible for notifying these owner(s).

3. The Commissioners shall pay \$20,000.00 to the City in 1986. This sum will increase to \$22,000.00 for 1987 and will

increase in increments of \$2,000.00 each subsequent year thereafter during the course of this agreement. Each year's payment shall be made in full on or before January 31. All checks should be made payable to the City of Fort Wayne and submitted to the City Controllers Office. In the event that an owner of an animal delivered to the Department by the Sheriff of Allen County or the Allen County Animal Control Officer redeems said animal within the prescribed period, the Department shall charge said owner according to the fee schedule established by the Department in conjunction with the Fort Wayne Animal Control Commission.

4. The Department agrees to respond, at its discretion, on animal related calls outside the City limits within the confines of Allen County only when requested to do so by the Sheriff Department. This assistance will be provided only under the following conditions:

- a. The call is of an emergency nature (i.e. sick or injured animal)
and
- b. The County Animal Control Officer is not available to handle the call
and
- c. The Department employee responding on the call must be accompanied by an Allen County Police Officer during the time of the call

5. This agreement shall be effective immediately and shall run until December 31, 1987; and, said contract shall renew itself from year to year unless any of the parties to this agreement notifies the other in writing prior to May 1 of the year in which this agreement expires of termination of this contract or an amendment of its terms is desired.

6. The City reserves the right, during the term of the contract, in the event that the City terminates its direct control and supervision of the animal control facility presently operated by the Fort Wayne Department of Animal Control, and relinquishes the program to a private agency, to give the County 90 days' advance written notice of its intention to terminate this agreement which shall be effective to cancel the agreement at the end of said 90-day period. Upon cancellation of the agreement under this special provision, the City will reimburse the County for the portion of the annual fee during the year of termination on a prorated calendar basis.

IN WITNESS WHEREOF, the City of Fort Wayne, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk, and the County of Allen, by order of its Board of Commissioners, has caused these presents to be subscribed by the members thereof and the seal of said Board, all on the day and year first above written.

CITY OF FORT WAYNE

Winfield C. Moses Jr., Mayor

Approved as to form

Bruce Boxberger,
City Attorney

DEPARTMENT OF ANIMAL CONTROL

William E. Fisher,
Shelter Manager

BOARD OF COMMISSIONERS OF
THE COUNTY OF ALLEN

Jack R. Worthman, President

Richard M. Ellenwood, Vice-
President

Richard M. Regedanz,
Secretary

Gloria Goeglein, Auditor

SHERIFF OF ALLEN COUNTY

Dan Figel

Approved as to form

G. William Fishering III,
County Attorney

But's copy

MUNICIPALLY FUNDED LOW COST
SPAY/NEUTER CLINIC AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 1985, by and between the City of Fort Wayne, through its Animal Control Commission, hereinafter referred to as City, and Emergency Animal Clinic, Inc., 1313 Broadway, Fort Wayne, Indiana, hereinafter referred to as EAC.

In consideration of mutual promises and assurances of the parties; WITNESSETH THAT:

1. EAC hereby agrees to operate a Spay/Neuter Clinic and the City agrees to provide funding for same, all pursuant to the terms and conditions hereof, for a period of twelve months commencing as of the date of the execution of the Agreement.

2. The Spay/Neuter Clinic shall be open to the public at 1313 Broadway, Fort Wayne, Indiana from 7:00 a.m. to 5:00 p.m. Monday through Friday for surgery and 8:00 a.m. to Noon on Saturdays for non-surgical duties, or as otherwise agreed between the parties. The City shall have the option to require that surgical procedures be scheduled on all available surgical dates in which the Spay/Neuter Clinic is open to the public as stated above. It is the intent of the parties that no individual desiring to have their animal altered shall have to wait longer than 10 calendar days in which to schedule an appointment, provided however, that this shall not apply to animals who are

unable to be scheduled due to medical reasons.

3. All persons bringing an animal to the Clinic to be altered will be required to sign a consent to surgery form before any surgery is performed. Also vaccinations will be required for surgery unless the person bringing an animal to the EAC signs a release form, absolving the City and EAC of liability from any damage incurred by said person in the event that their pet should develop any disease following surgery at the EAC for which a vaccination would otherwise be required, and authorizing the EAC to perform a surgery without the required vaccination.

Individuals will be charged as follows:

- A. City resident: dog or cat OVH - Twenty-Five Dollars (\$25.00); dog castration - Twenty Dollars (\$20.00); cat castration - Fifteen Dollars (\$15.00).
- B. Non-City residents: dog or cat OVH - Thirty Dollars (\$30.00); dog castration - Twenty-Five Dollars (\$25.00); cat castration - Twenty Dollars (\$20.00).
- C. Board Charges: In addition, all individuals will be charged Five Dollars (\$5.00) for each twenty-four hours (24) or part thereof for any animals kept after clinic hours of 5 p.m. each day.

4. EAC will hire one (1) registered veterinary technician and (1) veterinary assistant to assist with the surgeries hereunder and the City will pay the EAC the sum of Two Thousand Dollars (\$2,000.00) per month to cover the costs of these two employees.

Furthermore, the EAC will be paid by the City for the period or periods that a veterinarian is on duty performing surgery hereunder or immediate post operative care at the rate of Fifteen Dollars (\$15.00) an hour.

The City will also pay EAC an amount, not to exceed Five Hundred Dollars (\$500.00) per month to provide a part-time receptionist to avoid the use of technicians for clerical duties.

In addition, the City will pay EAC the sum of Fourteen Hundred Dollars (\$1,400.00) per month to cover expenses of EAC such as rent, equipment replacements, one-half of maintenance and repairs, utilities, a phone line with yellow page listing, and one-half of insurance costs.

Furthermore, the City will pay EAC the sum of Four Dollars and Seventy Cents (\$4.70) per procedure performed hereunder to cover disposable costs.

EAC shall receive the sum of \$2.50 for each dog or cat OVH and dog castration performed on and after the date of the

execution of this Agreement.

5. To facilitate the operations hereunder the City has paid for the purchase of one-half of the necessary equipment to be used in the Spay/Neuter Clinic. The City has also paid for remodeling costs in the sum of Six Thousand Dollars (\$6,000.00) for a ward and inside runs to house up to twenty (20) animals.

6. EAC will provide a monthly report to the shelter manager of the City Animal Control Department with respect to services provided hereunder and shall make immediately available the daily schedule of procedures upon request by the City. A record of each animal neutered shall, also be provided by EAC to the City Animal Control Department for follow up and record keeping purposes. In addition, the City shall have the right to inspect and/or request any and all other records of EAC associated with the performance of this agreement.

7. All income generated from the operation of the Clinic hereunder, except for board charges, will be paid to the Civil City of Fort Wayne in intervals as determined appropriate by the City Controller.

8. This Agreement shall be in full force and effect for a period of one year from date hereunder. After the one-year period, this Agreement may be renewed upon mutual Agreement of the parties hereto.

9. All work to be performed by EAC and its personnel and contractors shall be done in a professional manner and EAC may not assign this Agreement or any part hereof.

10. The City reserves the right, that during the term of this contract, if financial conditions warrant, to withdraw from and cancel this agreement.

Said withdrawal or cancellation will be at the discretion of the City and will not abbreviate any of the terms and conditions of this agreement.

Prior to withdrawal or cancellation from this agreement, the City will notify the EAC of its intentions within at least ninety (90) days of the cancellation date.

11. EAC represents and warrants that it has full and complete authority to enter into this Agreement.

12. The equipment purchased heretofore by the City shall be the property of the City for a period of six (6) years from the date of the execution of the original Agreement dated April 8, 1983. Thus, if the original Agreement is not in effect for at least six (6) years (through renewals or otherwise), then upon termination of the original Agreement before the end of six (6) years from the date of its execution, all equipment purchased by

the City shall be returned to the City. If the original Agreement is in effect, by renewal or otherwise, for longer than six (6) years from date of the execution of the original Agreement, then title to such equipment purchased by the City shall pass to EAC. The EAC shall not encumber or pledge such equipment as purchased by the City for a period of six (6) years from date of the execution of the original Agreement and all of such equipment shall be kept at the Clinic's operations.

Remodeling costs paid by the City hereunder shall be repaid to the City by EAC during the aforementioned six (6) year period in the following manner. EAC shall be entitled to a reduction of the amount owed in the amount of \$1,000.00 for each year the Agreement has been or will be in effect since the execution of the original Agreement. Upon termination of the agreement by EAC the amount due and owing shall be repaid by the EAC to the City in monthly installments of \$100.00 until paid in full. In the event the City shall terminate this agreement EAC shall be relieved of any payments for the amount due and owing for the remodeling.

13. This Agreement shall be construed in accordance with and is subject to the laws of the State of Indiana and any action of Council necessary for appropriation and payment of sums by the City hereunder; furthermore, this Agreement is a renewal of the Original Agreement dated April 8, 1983 together with any subsequent written modifications.

IN WITNESS WHEREOF, this Agreement has been signed and made effective, this _____ day of _____, 1985 first above written.

CITY OF FORT WAYNE

Emergency Animal Clinic, Inc.

WINFIELD C. MOSES, JR., MAYOR

ANIMAL CONTROL COMMISSION

Eber H. Allen, D.V.M.,
Secretary

PRESIDENT, DAVID AVERY

THIS AGREEMENT APPROVED AS
TO FORM AND LEGALITY

Edward G. Rademaker, D.V.M.,
Treasurer

BRUCE D. BOXBERGER,
CITY ATTORNEY

19 SECTION 2. Article X½ of the Animal Control Ordinance,
20 entitled "Public Spay and Neuter Clinic" is hereby amended as
21 follows:

22 Section 6-29. Generally, shall now read as follows:

23 (a) Authority for clinic; fees. The
24 Shelter Manager is hereby authorized
25 and empowered to establish a clinic
26 at which members of the public may
27 have dogs and cats spayed or neutered
in a humane manner upon payment of the
following fees:

- 28 (1) For spaying a female dog or cat.....\$25.00
29 (2) For neutering a male dog..... 20.00
30 (3) For neutering a male cat..... 15.00

31 Non-city residents shall pay an additional \$5.00
32 per surgical procedure.

SECTION 3. All provisions of the Municipal Code to the
contrary shall hereby be deemed amended by the provisions hereof.

BILL NO. G-86-03-20

*Not
Divided*

*Moved To
Committee of Whole*

REPORT OF THE COMMITTEE ON REGULATIONS

WE, YOUR COMMITTEE ON REGULATIONS TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council of
the City of Fort Wayne, Indiana, ratifying the Allen County Animal
Control Agreement and the Municipally Funded Agreement and the
Municipally Funded Low Cost Spay/Neuter Clinic Agreement

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

*Allen County
Agreement*

Spay/Neuter

*Allen Co
Agreement*

Spay/Neuter

BEN A. EISBART
CHAIRMAN

JANET G. BRADBURY
VICE CHAIRWOMAN

DONALD J. SCHMIDT

THOMAS C. HENRY

CHARLES B. REDD

MIKE BURNS

MARK GUQUINTA

JAMES STIER

SANDRA E. KENNEDY
CITY CLERK

4-8-86

CONCURRED IN

Mark Guquinta

John

James Stier

James Stier

James Stier

James Stier